

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 10	
2. Amendment/Modification No.  01		3. Effective Date  1999MAY03		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By ACALA AMSTA-AC-PCH-A LISA DEVLIN (309) 782-5541 ROCK ISLAND IL 61299-7630  EMAIL: DEVLINL@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) DCMC DENVER ORCHARD PLACE 2 5975 GREENWOOD PLAZA BLVD SUITE 200 ENGLEWOOD CO 80111-4715  SCD C PAS NONE ADP PT SC1002		Code S0602A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  ACTION TARGET INC P O BOX 636 PROVO UT 84603-0000  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE20-98-D-0049/0002	
				<input type="checkbox"/>		10B. Dated (See Item 13) 1999MAR31	
Code 0N2W7		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AE NET INCREASE: \$9,773.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input checked="" type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) BRIAN SCHMIDT SCHMIDTB@RIA.ARMY.MIL (309) 782-3811			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 10
	PIIN/SIIN DAAE20-98-D-0049/0002	MOD/AMD 01	

Name of Offeror or Contractor: ACTION TARGET INC

SECTION A - SUPPLEMENTAL INFORMATION

1. THE PURPOSE OF THIS MODIFICATION IS AS FOLLOWS:
- A. FUNDING IS PROVIDED FOR PRE-INSTALLATION SITE VISITS AT SCHOFIELD BARRACKS, HAWAII, POHAKULOA TRAINING AREA, HAWAII, AND FT. CAMPBELL, KY. THESE SITE VISITS RESULT IN ADDED EFFORT TO THE CONTRACT. AS A RESULT OF THIS ADDED EFFORT, THE CONTRACT AMOUNT IS INCREASED BY \$9,773.00, FROM \$719,389.00 TO \$729,162.00.
- B. THE CONTRACTOR’S WARRANTY IS INCORPORATED AS ATTACHMENT 001
- C. THE FOLLOWING CLAUSES ARE ADDED:
- (1) IA0760, DFARS 252.245-7001 - REPORTS OF GOVERNMENT PROPERTY
  - (2) IF7002, FAR 52.229-XX - CALIFORNIA SALES AND USE TAX
  - (3) IF7112, FAR 52.245-2 - GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
2. THIS MODIFICATION CONSTITUTES A FULL RELEASE AND ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT THE CONTRACTOR MAY HAVE AGAINST THE GOVERNMENT TO DATE, ARISING OUT OF OR RELATED TO THE CONTRACT, SPECIFICALLY INCLUDING ANY CLAIMS FOR DELAY OR ADDITIONAL COST FOR DELAYED PERFORMANCE.
3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\* END OF NARRATIVE A002 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-D-0049/0002 MOD/AMD 01	Page 3 of 10
--------------------	---	--------------

Name of Offeror or Contractor: ACTION TARGET INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6920-01-000-0000 NOUN: PNEUMATIC CPQC FOR POCHAKULOA SECURITY CLASS: Unclassified PRON: M19B6350M1 PRON AMD: 02 ACRN: AA AMS CD: 537020621705370</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099078T637 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> DAJ <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 10-JUN-1999</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-98-D-0049/0002</p>	1	EA	\$ 141,580.00000	\$ 141,580.00
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6920-01-000-0000 NOUN: PNEUMATIC CPQC- SCHOFIELD SECURITY CLASS: Unclassified PRON: M19B7350M1 PRON AMD: 02 ACRN: AB AMS CD: 537020621705370</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099078T638 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> DAJ <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 09-JUL-1999</p>	1	EA	\$ 141,580.00000	\$ 141,580.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-D-0049/0002 MOD/AMD 01	Page 4 of 10
--------------------	---	--------------

Name of Offeror or Contractor: ACTION TARGET INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-98-D-0049/0002</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6920-01-000-0000 NOUN: PNEUMATIC MRF FOR SCHOFIELD SECURITY CLASS: Unclassified PRON: M19B8350M1 PRON AMD: 02 ACRN: AC AMS CD: 537020621705370</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52H099078T639 Y00000 M 2 <u>PROJ CD</u> <u>BRK BLK PT</u> DAJ <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 1 09-JUL-1999</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-98-D-0049/0002</p>	1	EA	\$ 274,064.00000	\$ 274,064.00
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 6920-01-000-0000 NOUN: PNEUMATIC CPQC FT.CAMPBELL SECURITY CLASS: Unclassified PRON: M19B9350M1 PRON AMD: 01 ACRN: AD AMS CD: 537020621705370</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	1	EA	\$ 162,165.00000	\$ 162,165.00

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-D-0049/0002 <b>MOD/AMD</b> 01</p>	<p><b>Page</b> 5 <b>of</b> 10</p>
---	--	-----------------------------------

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-D-0049/0002 <b>MOD/AMD</b> 01</p>	<p><b>Page</b> 5 <b>of</b> 10</p>
---	--	-----------------------------------

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-D-0049/0002 <b>MOD/AMD</b> 01</p>	<p><b>Page</b> 5 <b>of</b> 10</p>
---	--	-----------------------------------

**Name of Offeror or Contractor:** ACTION TARGET INC

[illegible]

Name of Offeror or Contractor: ACTION TARGET INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>		<u>AMOUNT</u>
0005AA	M19F2350M1	AE	2	\$	0.00	\$	9,773.00	\$ 9,773.00
	537020621705370		969350					
					NET CHANGE	\$	9,773.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>		<u>AMOUNT</u>
Army	AE	21 92035000096S6S04P537020252G S111169F2350			W52H09	\$	9,773.00
					NET CHANGE	\$	9,773.00

		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE</u>		<u>CUMULATIVE</u>
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	719,389.00	\$	9,773.00	\$	729,162.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-D-0049/0002 <b>MOD/AMD</b> 01	<b>Page</b> 7 <b>of</b> 10
---------------------------	--	----------------------------

**Name of Offeror or Contractor:** ACTION TARGET INC

SECTION I - CONTRACT CLAUSES

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	ADDED	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-2	ADDED	52.229-XX	CALIFORNIA SALES AND USE TAX (AL 92-1)	MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-3	ADDED	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10)	DEC/1989
-----	-------	----------	--	----------

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-D-0049/0002 <b>MOD/AMD</b> 01	<b>Page</b> 8 <b>of</b> 10
---------------------------	--	----------------------------

**Name of Offeror or Contractor:** ACTION TARGET INC

has paid for it, whichever is earlier, whether or not title previously vested in the Government.

- (4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -
- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon -
- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
- (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
- (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.
- h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -
- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.
- i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 10
	PIIN/SIIN DAAE20-98-D-0049/0002	MOD/AMD 01	

Name of Offeror or Contractor: ACTION TARGET INC

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- k. Communications. All communications under this clause shall be in writing.
- l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 10 of 10
	PIIN/SIIN	MOD/AMD	

Name of Offeror or Contractor: ACTION TARGET INC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CONTRACTOR'S WARRANTY		1PG	